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8
9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**

11 KRISTINA HERNANDEZ, individually
12 and on behalf of all others similarly
situated,

13 *Plaintiff,*

14
15 v.

16 EVENT TICKETS CENTER, INC.,

17 *Defendant.*
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Case No. 2:24-CV-01983-DAD-AC

**Declaration of Martin Brenner in
Support of Motion for Leave to Amend**

*[Notice of Motion and Motion for Leave
to Amend filed concurrently herewith]*

1 I, Martin Brenner, declare as follows:

2 1. I am an attorney admitted to practice in California, and counsel of record for Plaintiff
3 in this matter. I have personal knowledge of the matters set forth in this declaration, and if called
4 upon to do so, I could and would testify competently to them.

5 2. A true and correct copy of Plaintiff's proposed First Amended Complaint is attached
6 hereto as **Exhibit 1**.

7 3. I attempted to comply with the Court's meet and confer requirement before filing this
8 Motion. Specifically, on January 27, 2025, I emailed Defendant's counsel of record explaining that
9 (1) Plaintiff's deadline to file a stipulation or motion for leave to amend her Complaint, per the
10 Court's scheduling order, is January 31; and (2) Plaintiff intended to seek leave to amend her
11 complaint to add Ms. Julie Varon as a named Plaintiff and proposed class representative. I asked
12 whether Defendant's counsel was available the next day, on January 28, given the upcoming
13 deadline, and explained that Plaintiff would like to reach an agreement to stipulate to the amendment,
14 if possible. When I did not receive a response, I emailed Defendant's counsel again on January 28,
15 asking if they were available on January 29 for a call to meet and confer. Defendant's counsel
16 responded at approximately 7 p.m. Pacific Time and informed me that he was conferring with his
17 client. I emailed Defendant's counsel again on January 29 asking whether Defendant's counsel had
18 been able to speak with his client and whether Defendant would agree to stipulate to Plaintiff's
19 amending her complaint. When I did not hear back, I emailed Defendant's counsel again on January
20 31 and let Defendant's counsel know that Plaintiff would file a motion for leave to amend today, on
21 January 31, if we did not hear back from Defendant's counsel. Defendant's counsel did not respond.
22 Because Plaintiff's deadline to seek leave to amend her Complaint, per the Court's scheduling order,
23 is today (January 31), Plaintiff proceeded to file her motion for leave to amend. Accordingly, despite
24 reasonably attempts to obtain Defendant's position on the motion, Plaintiff does not know whether or
25 not the Motion for Leave to Amend Complaint is opposed.

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and accurate. Executed on January 31, 2025, in Santa Monica, California.

3 By: /s/ Martin Brenner
4 Martin Brenner

EXHIBIT 1

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

KRISTINA HERNANDEZ and JULIE
VARON, each individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

EVENT TICKETS CENTER, INC.,

Defendant.

Case No. 2:24-cv-01983-DAD-AC

**FIRST AMENDED CLASS ACTION
COMPLAINT**

Jury Trial Demanded

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I. Introduction.

1. In recent years, companies that sell goods and services have sought to boost revenues by adding junk fees. One example is the use of “drip pricing,” where companies “advertise only part of a product’s total price to lure in consumers, and do not mention other mandatory charges until late in the buying process.”¹ Such fees are deceptive and unfair “because they are disclosed only at a later stage in the consumer’s purchasing process.”² “Drip pricing interferes with consumers’ ability to price-compare and manipulates them into paying fees that are either hidden entirely or not presented until late in the transaction, after the consumer already has spent significant time selecting and finalizing a product or service plan to purchase.”³

2. This is costly for consumers, who “are paying billions of dollars a year in unnecessary, unavoidable, or surprise charges that inflate prices while adding little to no value. These junk fees, which are often not disclosed upfront and only revealed after a consumer has decided to buy something, obscure true prices and dilute the forces of market competition that are the bedrock of the U.S economy.”⁴ As the Federal Trade Commission notes, “American consumers, workers, and small businesses today are swamped with junk fees that frustrate consumers, erode trust, impair comparison shopping, and facilitate inflation.”⁵

3. Defendant Event Tickets Center, Inc. (“Event Tickets Center” or “Defendant”) is a secondary ticket marketplace where consumers can purchase resale tickets to thousands of national

¹ *Bringing Dark Pattern to Light*, FTC Staff Report (September 2022), available at https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf

² <https://www.federalregister.gov/documents/2022/11/08/2022-24326/unfair-or-deceptive-fees-trade-regulation-rule-commission-matter-no-r207011>

³ *Bringing Dark Pattern to Light*, FTC Staff Report (September 2022), available at https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf

⁴ <https://www.whitehouse.gov/wp-content/uploads/2023/03/WH-Junk-Fees-Guide-for-States.pdf>

⁵ <https://www.federalregister.gov/documents/2022/11/08/2022-24326/unfair-or-deceptive-fees-trade-regulation-rule-commission-matter-no-r207011>

1 and local events. For years, Defendant sold tickets online using drip pricing and hidden fees—
2 advertising one price for the ticket, only to tack on mandatory fees at the very end.⁶ The hidden fees
3 were only disclosed in the fine print, in small, gray font. Thus, consumers missed the fees, and were
4 unaware that they were paying substantial fees.

5 4. Plaintiffs each purchased tickets from Event Tickets Center. The tickets had hidden
6 fees, which they did not notice until after they had made their purchase. Plaintiffs bring this case on
7 behalf of California consumers who were also charged hidden fees by Event Tickets Center.

8 **II. Parties.**

9 5. Plaintiff Kristina Hernandez is domiciled in Citrus Heights, California.

10 6. Plaintiff Julie Varon is domiciled in Rancho Mirage, California.

11 7. The proposed class includes citizens of California.

12 8. Defendant Event Tickets Center, Inc. is a Florida corporation with its principal place
13 of business in Gainesville, Florida.

14 9. Defendant operates the Event Tickets Center website, at www.eventticketscenter.com.

15 **III. Jurisdiction and venue.**

16 10. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2). The amount
17 in controversy exceeds \$5,000,000, exclusive of interest and costs, and the matter is a class action in
18 which one or more members of the proposed class are citizens of a state different from Defendant.

19 11. The Court has personal jurisdiction over Defendant because it does business in
20 California. It advertises and sells event tickets in California, and serves a market for its event tickets
21 in California. Due to Defendant's actions, its event tickets have been marketed and sold to consumers
22 in California, and harmed consumers in California. Due to Defendant's actions, Plaintiffs purchased
23 tickets on Event Tickets Center's website, and paid illegal hidden fees. Plaintiffs were harmed in
24 California.

25 12. Venue is proper under 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(d) because
26 Defendant would be subject to personal jurisdiction in this District if this District were a separate
27 state. Defendant advertises and sells its Products to customers in this District, serves a market for
28

⁶ Defendant changed its practices on or around March 2024.

1 tickets in this district, and Ms. Hernandez’s claims arise out of Defendant’s contacts with this forum.
 2 Venue is also proper under U.S.C. § 1391(b)(2) because a substantial part of Defendant’s conduct
 3 giving rise to the claims occurred here.

4 **IV. Facts.**

5 **A. Drip pricing is unfair and illegal.**

6 13. “As more and more commerce has moved online, so too have manipulative design
 7 practices—termed ‘dark patterns’” that “trick or manipulate users into making choices they would
 8 not otherwise have made and that may cause harm.”⁷

9 14. One example of a dark pattern is drip pricing, in which companies “advertise only part
 10 of a product’s total price to lure in consumers, and do not mention other mandatory charges until late
 11 in the buying process.”⁸ In the ticketing space, companies advertise one price for a ticket, and then
 12 load the purchase up with additional fees at the end of the checkout process. The goal of this is to
 13 conceal the true cost of the ticket and prevent comparison shopping. The consumer selects and
 14 decides to purchase the ticket based on a lower advertised price, but ends up paying more because of
 15 junk fees that are tacked on at the end.

16 15. The Federal Trade Commission has stated that junk fees are “deceptive or unfair,”
 17 “because they are disclosed only at a later stage in the consumer’s purchasing process.”⁹ “Drip
 18 pricing interferes with consumers’ ability to price-compare and manipulates them into paying fees
 19 that are either hidden entirely or not presented until late in the transaction, after the consumer already
 20 has spent significant time selecting and finalizing a product or service plan to purchase.”¹⁰ By then,
 21 consumers have already committed to the purchase.

22 16. Drip pricing costs consumers a lot of money. For example, when buying tickets,
 23

24 ⁷ *Bringing Dark Pattern to Light*, FTC Staff Report (September 2022), available at
 25 https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf
 26

27 ⁸ *Id.*

28 ⁹ <https://www.federalregister.gov/documents/2022/11/08/2022-24326/unfair-or-deceptive-fees-trade-regulation-rule-commission-matter-no-r207011>

¹⁰ *Bringing Dark Patterns to Light*, FTC Staff Report, at 9 (September 2022), available at
https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf

1 consumers rely on the initial price, spend more money, and make purchases that they otherwise
2 would not have made.¹¹

3 17. Drip pricing also harms consumers because it can “weaken competition by making it
4 harder for consumers to price-compare across sellers. An honest business that sets forth the total
5 price of its product at the outset will be at a significant disadvantage when compared to a seller that
6 advertises an artificially low price to draw consumers in, then adds mandatory charges late in the
7 transaction.”¹²

8 18. Thus, the Federal Trade Commission has warned that “companies should include any
9 unavoidable and mandatory fees in the upfront, advertised price.” “Failure to do so has the potential
10 to deceive consumers in violation of the FTC Act.”¹³

11 19. Because drip pricing is unfair and deceptive, it is also illegal under the FTC Act.
12 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts or practices in or
13 affecting commerce.” And, the FTC has “federal rule-making authority to issue industry-wide
14 regulations (Rules and Guides) to deal with common unfair or deceptive practices and unfair
15 methods of competition.”¹⁴ Because drip pricing is unfair and deceptive in violation of the FTC Act,
16 the FTC has proposed specific rules banning junk fees under its rulemaking authority.¹⁵

17 20. Drip pricing is also illegal under California law. According to the California
18 legislature, “This practice, like other forms of bait and switch advertising, is prohibited by existing
19 statutes, including the Unfair Competition Law (Chapter 5 (commencing with Section 17200) of Part
20 2 of Division 7 of the Business and Professions Code) and the False Advertising Law (Chapter 1
21 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code).”¹⁶
22 *See, e.g.,* Cal. Bus. & Prof. Code § 17200 (California’s Unfair Competition Law bans unlawful,
23 unfair, and deceptive business practices); Cal. Bus. Prof. Code §17500 (False Advertising Law
24

25
26 ¹¹ *Id.* at 9.

27 ¹² *Id.*

28 ¹³ *Id.*

¹⁴ <https://www.ftc.gov/enforcement/rulemaking>

¹⁵ <https://www.federalregister.gov/documents/2023/11/09/2023-24234/trade-regulation-rule-on-unfair-or-deceptive-fees>

¹⁶ Consumer Legal Remedies Act: advertisements., CA S.B. 478, 2023.

1 prohibits businesses from making statements that they know or should know to be untrue or
2 misleading).

3 21. In addition, California’s Consumer Legal Remedies Act prohibits “advertising goods
4 or services with the intent not to sell them as advertised.” Cal. Civ. Code § 1770(a)(9).¹⁷ Thus,
5 advertising tickets at a lower price, with the intent not to sell them as advertised at that price, also
6 violates California’s Consumer Legal Remedies Act.

7 **B. Event Tickets Center, Inc.’s checkout process.**

8 22. Prior to March 2024, Event Tickets Center used drip pricing, and hid the true price of
9 the ticket until the purchase was almost complete. For each of Event Tickets Center’s tickets, Event
10 Tickets Center used drip pricing and added a mandatory fee at the end of the checkout process. The
11 fee was hidden from consumers throughout the checkout, and only disclosed in small, fine print at
12 the very end of the checkout process.

13 23. The example used below is representative of Event Tickets Center’s checkout process
14 for tickets sold prior to March 2024. In all relevant respects, throughout the entire statute of
15 limitations period until on or about March 2024, the online ticket sales process for Event Tickets
16 Center were substantially similar.

17 24. When a consumer visited Defendant’s website, www.eventticketscenter.com, the
18 homepage advertised tickets for a variety of featured events. After selecting the event they would like
19 to purchase a ticket to, the consumer was presented with a list of upcoming events that they could
20 choose from, based on date and location.

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¹⁷ Starting on July 1, 2024, drip pricing (that is, “Advertising, displaying, or offering a price
for a good or service that does not include all mandatory fees or charges”) is also specifically
enumerated as violating the California Legal Remedies Act.

25. After the consumer selected a particular event on a particular date, they were taken to a seat map page where they could begin the checkout process and select the quantity, price, and location of their desired tickets. On the left side of the screen, specific seats were listed at specific prices. There was no disclosure of any additional fees. A representative example is shown below.

Captured February 29, 2024

Kacey Musgraves, Lord Huron & Nickel Creek
 Fri Nov 15, 2024 7:30PM
 Barclays Center, Brooklyn, NY

100% Worried
 • We are a real
 • Prices are set
 • Your seats are
 • All prices are

Filters (0) +

200 Level 214 Row 22 • 2 or 4 Tickets Important: Zone Seating ⓘ	\$130/ea	Select
200 Level 218 Row 22 • 2 or 4 Tickets Important: Zone Seating ⓘ	\$130/ea	Select
200 Level 211 Row 21 • 1-4 Tickets Important: Zone Seating ⓘ	\$172/ea	Select
200 Level 221 Row 21 • 1-4 Tickets Important: Zone Seating ⓘ	\$172/ea	Select

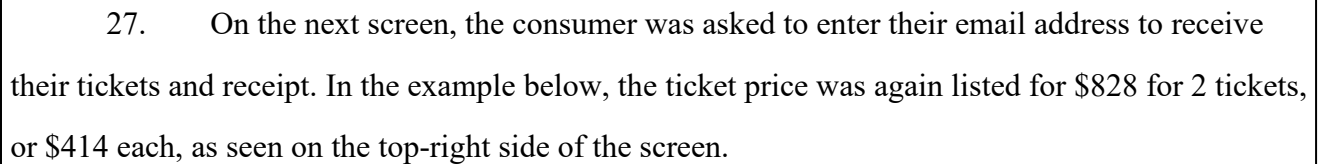
The Floor Arrangement for this event is not known at this time.

Lord Huron & Nickel Creek at Barclays Center

Book tickets right here at Event Tickets Center! The event is happening on November 15, 2024 at 7:30 PM EST. Located at 620 Atlantic Avenue in Brooklyn, NY, and the performers for this show are:

Pricing for Kacey Musgraves, Lord Huron & Nickel Creek tickets vary and may depend on which seats you want to purchase. Use our interactive seating chart to find the best value in tickets. With 1,262 tickets available, prices start at \$130 for some of the more affordable tickets. However, they can range all the way up to \$3,780 for more luxurious tickets and tickets that are closer to the action. Act fast before ticket prices rise!

26. After the consumer selected a seat, the consumer was presented with a pop-up on the left side of the screen to confirm the quantity of their tickets and continue to checkout. In the example below, the price for 2 concert tickets was represented as \$828 for 2 tickets, or \$414 for 1 ticket. Customers were then directed to “Continue to Checkout.”



event tickets center Have an account? [Login](#)

Secure Checkout

1 Delivery
Where do you want your tickets and receipt emailed?

*Email Address

☒ Yes, I want EventTicketsCenter.com to send me event updates and ticket discounts. [Privacy Policy](#)

Payment Method

☒ Credit Card

☐ Amazon Pay

☐ PayPal

☐ Pay over time with **affirm**

PROCEED TO PAYMENT

Starting at \$99/mo with **affirm**

2 Payment

Kacey Musgraves, Lord Huron & Nickel Creek
Friday, November 15, 2024 at 7:30 PM
Barclays Center in Brooklyn, NY, United States of America
Quantity: 2 \$414.00 each **\$828.00**

All prices are in US Dollars (\$) except where otherwise noted.

HURRY! 9:48

The tickets you receive may be in the specific section listed here or in an equivalent or better location. This listing describes tickets that the seller does not own or may not know the exact location of the seats, but is offering to obtain for you. Once your order is confirmed, we guarantee that you will receive tickets prior to the start of the event for seats that are in an equivalent or better location or you will receive a full refund.

Note:
Mobile Entry Tickets. Must have smart device on hand to enter event. Do not print these tickets.

Delivery Method: **Mobile Ticket** - Get it by 11/13/2024
Mobile Entry Tickets. Mobile phone number required for delivery at checkout. Android or iOS smart device needed to enter event.
This venue only provides Mobile tickets.
[More Delivery Information](#)

VISA Mastercard American Express Discover JCB Diners Club PayPal Credit Apple Pay pay affirm

28. At the final stage of the checkout process, the consumer was asked to fill in their billing information before finalizing their purchase. In the example below, the ticket price was again listed for \$828 for 2 tickets, or \$414 for 1 ticket, as seen on the top-right side of the screen.

1 Delivery
Email: Delivery Method: **Mobile Ticket** Get it by 11/13/2024

2 Payment
[Redeem a Gift Card or Promo Code](#)

Enter Your Billing Address
This should match the address on your credit card statement.

*Cardholder's Name

*Country

*Address

Apt, Suite or Floor (optional)

*Zip/Postal Code

*City

*State/Province

*Mobile Phone

Mobilewell required for mobile ticket delivery

Kacey Musgraves, Lord Huron & Nickel Creek
Friday, November 15, 2024 at 7:30 PM
Barclays Center in Brooklyn, NY, United States of America
Section: **Lower 12** | Row: **19**

Quantity: 2 \$414.00 each **\$828.00**

All prices are in US Dollars (\$) except where otherwise noted.

HURRY! 8:47

The tickets you receive may be in the specific section listed here or in an equivalent or better location. This listing describes tickets that the seller does not own or may not know the exact location of the seats, but is offering to obtain for you. Once your order is confirmed, we guarantee that you will receive tickets prior to the start of the event for seats that are in an equivalent or better location or you will receive a full refund.

Note:
Mobile Entry Tickets. Must have smart device on hand to enter event. Do not print these tickets.

Starting at \$99/mo with **affirm**

29. Customers were then directed to enter their payment information and offered ticket insurance, after which they could place their order:

The screenshot displays a checkout page for Event Tickets Center. At the top, it says "Enter Credit Card Information" with a "100% SECURE" badge. Below this are fields for the credit card number (masked with #), expiration date (Month and Year dropdowns), and security code (CVV/CVC). A section titled "Protect Your Ticket To Kacey Musgraves, Lord Huron & Nickel Creek" offers an insurance option. The insurance option is marked "Highly Recommended" and includes details about reimbursement and 24/7 assistance. Below the insurance section, there is a warning: "Are you sure? Your ticket purchase is not protected." and a note that 12,305 people protected their tickets in the last 7 days. At the bottom, there is a "PLACE ORDER" button and fine print regarding the resale marketplace and the total price charged.

Enter Credit Card Information 100% SECURE

*Credit Card Number

*Expiration Date /

*Security Code

Protect Your Ticket To Kacey Musgraves, Lord Huron & Nickel Creek

* ☐ Yes, protect my ticket purchase for only \$34.16 per ticket (\$68.32 total). Highly Recommended

☒ Get reimbursed up to 100% of your ticket cost if you can't attend the event due to covered reasons, like a covered illness or injury (yourself or a family member), mechanical breakdown, traffic accident, airline delay, and weather emergency

☒ Receive 24/7 assistance that can find parking info, book hotels and more

* ☒ Are you sure? Your ticket purchase is not protected.

12,305 people protected their tickets in the last 7 days

Recommended/offered/sold by Allianz Global Assistance. Underwriter: Jefferson Insurance Company. Plan incl. insurance & assistance services. Terms & exclusions (incl. for pre-existing conditions) apply. [Plan & Pricing details, disclosures, Coverage Alerts](#).

We are a resale marketplace, not the ticket seller. Prices are set by third-party sellers and may be above or below face value.

By clicking "Place Order", your credit card will be charged \$1,092.96 which includes ticket, service, and delivery fees.

By clicking 'Place Order', you are agreeing to EventTicketsCenter.com's [terms & policies](#). All sales are final.

PLACE ORDER

30. But at the very bottom of the screen, above the "Place Order" button, in small gray font, Event Tickets Center listed a new total. In the example above, the price of the tickets had increased to \$1092.96. This was an increase of over \$200 from the prices shown on the three preceding screens. Thus, the price increased substantially during the ticket process. And, this was the first and only time that the actual total price is displayed before purchase— at the very end of the process, in hidden fine print.

1 31. Because the full price was only disclosed once — in small type, in low contrast gray
2 text—consumers never saw the total price of the tickets. The text was not set apart from the
3 surrounding text; instead, it was buried in the fine print. It was designed to go unnoticed. This was
4 in contrast to, for example, the blue button that directs consumers to “PLACE ORDER.” Thus,
5 reasonable consumers missed the disclosure of total price, and did not realize that they were paying
6 substantial fees. They relied on the original ticket price (which was repeatedly advertised by Event
7 Tickets Center in all the prior screens), and believed that they would pay the original ticket price.
8 They were deceived into paying the additional fees.

9 32. In addition, because Event Tickets Center waited until the very end of the checkout
10 process to disclose the true price (in hard to see gray print), it was difficult for consumers to
11 accurately compare ticket prices across other event ticket platforms. Not only did this frustrate
12 comparison shopping, but it impeded competition and led consumers to pay more for their ticket than
13 they otherwise would have.

14 33. Event Tickets Center also failed to disclose the amount of the fee. In the final price, a
15 general reference was made to “service” and “delivery fees.” The amount of each fee, or the total
16 amount of the fees, was not disclosed until after the purchase. Thus, consumers did not know how
17 much they were paying in fees, or what fees they were paying.

18 **C. Plaintiffs purchased tickets from Event Tickets Center.**

19 32. On April 19, 2022, Ms. Hernandez purchased two concert tickets through Event
20 Tickets Center’s website, www.eventticketscenter.com. At the time, Ms. Hernandez was living in
21 Citrus Heights, California.

22 33. During the checkout process, Event Tickets Center represented that the total would be
23 \$206 for two tickets. Ms. Hernandez believed that the total of these tickets would cost \$206. But at
24 the very end of the checkout process, in small gray font buried in the fine print, Event Tickets Center
25 added additional fees. This made the actual ticket price \$307.40, not \$206, as Event Tickets Center
26 had previously represented.

27 34. Because Event Tickets Center did not disclose the true price until the end of the
28 purchase process, and only disclosed the fee in small gray font in the fine print, Ms. Hernandez did

1 not realize she was paying an additional service fee. She believed that the price of her tickets was
2 \$206. She did not know that she paid additional fees until after she had already made the purchase.

3 35. Ms. Hernandez was harmed by paying Event Tickets Center's illegal and unfair
4 service fee and delivery fee. If Event Tickets Center had not used drip pricing and hidden its
5 mandatory fees, Plaintiff would have paid less for the tickets.

6 36. On July 4, 2023, Ms. Varon purchased two concert tickets through Event Tickets
7 Center's website, www.eventticketscenter.com. At the time, Ms. Varon was living in Rancho
8 Mirage, California.

9 37. Ms. Varon went through the checkout process described above.

10 38. During the checkout process, Event Tickets Center represented that the total would be
11 \$144 for two tickets. Ms. Varon believed that the total of these tickets would cost \$144. But at the
12 very end of the checkout process, in small gray font buried in the fine print, Event Tickets Center
13 added additional fees. This made the actual total ticket price \$197.15, not \$144, as Event Tickets
14 Center had previously represented.

15 39. Because Event Tickets Center did not disclose the true price until the end of the
16 purchase process, and only disclosed the true price including fees in small gray font in the fine print,
17 Ms. Varon did not realize she was paying these additional fees. Ms. Varon read and reasonably
18 relied on Defendant's price representations during the ticket selection and checkout process and she
19 believed that the price of her tickets was \$144. She did not know that she paid additional fees until
20 after she had already made the purchase.

21 40. Ms. Varon was harmed by paying Event Tickets Center's illegal and unfair service fee
22 and delivery fee. Additionally, if Event Tickets Center had not used drip pricing and hidden its
23 mandatory fees, Ms. Varon would not have purchased the tickets from Defendant or would have paid
24 less for the them.

25 **D. Class Action Allegations.**

26 41. Plaintiffs bring the asserted claims on behalf of the proposed class of: all persons who,
27 while in the state of California and within the applicable statute of limitations and before March 1,
28 2024, purchased tickets from www.eventticketscenter.com (the "Class").

42. The following people are excluded from the proposed class: (1) any Judge or Magistrate Judge presiding over this action and the members of their family; (2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiffs' counsel and Defendant's counsel, and their experts and consultants; and (6) the legal representatives, successors, and assigns of any such excluded persons.

Numerosity & Ascertainability.

43. The proposed class contains members so numerous that separate joinder of each member of the class is impractical. There are thousands or tens of thousands of class members.

44. Class members can be identified through Defendant's sales records and public notice.

Predominance of Common Questions.

45. There are questions of law and fact common to the proposed class. Common questions of law and fact include, without limitation:

- whether Event Tickets Center's drip pricing is unfair;
- whether Event Tickets Center's drip pricing is illegal under California's consumer protection statutes and the FTC Act;
- what damages are needed to reasonably compensate Plaintiffs and the proposed class.

Typicality & Adequacy.

46. Plaintiffs' claims are typical of the proposed class. Like the proposed class, Plaintiffs purchased tickets from Event Tickets Center. There are no conflicts of interest between Plaintiffs and the class.

Superiority.

47. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would be unduly burdensome to have individual litigation of thousands of individual claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

V. Claims.

First Cause of Action:

Violation of California's False Advertising Law, Bus. & Prof. Code §§ 17500 et. seq.

(By Plaintiffs and the Class)

48. Plaintiffs incorporate each and every factual allegation set forth above.

49. Plaintiffs bring this cause of action on behalf of themselves and members of the class.

50. Defendant has violated Section 17500 of the Business and Professions Code.

51. As alleged more fully above, Defendant made and disseminated untrue and misleading statements of facts in their advertisements to class members.

52. Defendant did this by advertising false prices for their tickets. Defendant advertised prices that were lower than the true prices of their tickets.

53. Defendant's representations were likely to deceive, and did deceive, Plaintiffs and reasonable consumers. Defendant knew, or should have known through the exercise of reasonable care, that these statements were inaccurate and misleading.

54. Defendant's misrepresentations were intended to induce reliance, and Plaintiffs saw, read, and reasonably relied on the statements about the ticket prices when purchasing the Products. Defendant's misrepresentations were a substantial factor in Plaintiffs' purchase decision.

55. In addition, class-wide reliance can be inferred because Defendant's misrepresentations were material, i.e., a reasonable consumer would consider them important in deciding whether to buy the Products.

56. Defendant's misrepresentations were a substantial factor and proximate cause in causing damages and losses to Plaintiffs and the class.

57. Plaintiffs and the class were injured as a direct and proximate result of Defendant's conduct because (a) they paid an illegal fee, (b) they would not have purchased the tickets if they had known the truth, and/or (c) they overpaid for the tickets because the tickets were sold at a price premium due to the misrepresentation.

Second Cause of Action:

Violation of California's Consumer Legal Remedies Act

(By Plaintiffs and the Class)

58. Plaintiffs incorporate each and every factual allegation set forth above.

59. Plaintiffs bring this cause of action on behalf of themselves and members of the class.

60. Plaintiffs and the class are "consumers," as the term is defined by California Civil Code § 1761(d).

61. Plaintiffs and the class have engaged in "transactions" with Defendant as that term is defined by California Civil Code § 1761(e).

62. The conduct alleged in this Complaint constitutes unfair methods of competition and unfair and deceptive acts and practices for the purpose of the CLRA, and the conduct was undertaken by Defendant in transactions intended to result in, and which did result in, the sale of goods to consumers.

63. As alleged more fully above, Defendant made and disseminated untrue and misleading statements of facts in their advertisements to class members. Defendant did this by advertising ticket prices that were lower than the true prices for the tickets. Defendant also did this by using drip pricing and hidden fees.

64. Defendant violated, and continue to violate, Section 1770(a)(9) of the California Civil Code. Defendant violated this by advertising their tickets as being for a specific price, when in fact Defendant did not intend to sell the Products at that price. Defendant intended to sell the tickets at a higher price than the advertised price.

65. Defendant's representations were likely to deceive, and did deceive, Plaintiffs and reasonable consumers. Defendant knew, or should have known through the exercise of reasonable care, that these statements were inaccurate and misleading.

66. Defendant's misrepresentations were intended to induce reliance, and Plaintiffs saw, read, and reasonably relied on them when purchasing the tickets. Defendant's misrepresentations were a substantial factor in Plaintiffs' purchase decision.

1 67. In addition, class-wide reliance can be inferred because Defendant's
2 misrepresentations were material, i.e., a reasonable consumer would consider them important in
3 deciding whether to buy the Products.

4 68. Defendant's misrepresentations were a substantial factor and proximate cause in
5 causing damages and losses to Plaintiffs and the class.

6 69. Plaintiffs and the class were injured as a direct and proximate result of Defendant's
7 conduct because (a) they paid an illegal fee, (b) they would not have purchased the tickets if they had
8 known the truth, and/or (c) they overpaid for the tickets because the tickets were sold at a price
9 premium due to the misrepresentation.

10 70. Accordingly, pursuant to California Civil Code § 1780(a)(2), Plaintiffs, on behalf of
11 themselves and all other members of the class, seeks injunctive relief.

12 71. CLRA § 1782 NOTICE. On July 19, 2024, a CLRA demand letter was sent to
13 Defendant Event Tickets Center's Florida office, and to Defendant Event Tickets Center's California
14 registered agent via Certified Mail (return receipt requested) on behalf of Ms. Hernandez, that
15 provided notice of Defendant's violations of the CLRA and demanded that Defendant correct the
16 unlawful, unfair, false and/or deceptive practices alleged here. Defendant does not have a California
17 headquarters. In her initial complaint, Ms. Hernandez sought only injunctive relief, and did not seek
18 damages, on her CLRA claim. But she stated that if Defendant does not fully correct the problem for
19 Ms. Hernandez and for each member of the California Subclass within 30 days of receipt, Ms.
20 Hernandez and the Class will seek all monetary relief allowed under the CLRA. Now, 30 days have
21 passed and Defendant has not corrected the problem for Ms. Hernandez and for each member of the
22 Class. Accordingly, Ms. Hernandez seeks (1) all monetary relief available under the CLRA,
23 including expectation damages, punitive damages, and/or damages measured by the price premium
24 charged to Plaintiffs and the subclass as a result of Defendant's unlawful conduct, and (2) all
25 equitable relief under the CLRA including disgorgement, restitution, and an injunction. Ms.
26 Hernandez also seeks reasonable attorneys' fees under the CLRA.

27 72. Out of an abundance of caution, even though Ms. Hernandez already provided notice
28 to Defendant and demanded correction on behalf of the putative class and so no further notice was

1 necessary, on January 24, 2025, a CLRA demand letter was sent to Defendant's Florida office, and to
2 Defendant's California registered agent via Certified Mail (return receipt requested) on behalf of Ms.
3 Varon, that provided notice of Defendant's violations of the CLRA and demanded that Defendant
4 correct the unlawful, unfair, false and/or deceptive practices alleged here. Defendant does not have a
5 California headquarters. Because 30 days have not passed since Ms. Varon's letter was sent, out of
6 an abundance of caution, Ms. Varon seeks only injunctive relief, and does not seek damages, on her
7 CLRA claim. If Defendant does not fully correct the problem for Ms. Varon and for each member of
8 the Class within 30 days of receipt of her letter, however, Ms. Varon will seek all monetary relief
9 allowed under the CLRA.

10 73. Plaintiffs' CLRA venue declarations are attached.

11 **Third Cause of Action:**

12 **Violation of California's Unfair Competition Law**

13 **(By Plaintiffs and the Class)**

14 74. Plaintiffs incorporate each and every factual allegation set forth above.

15 75. Plaintiffs bring this cause of action each individually and on behalf of the class.

16 76. Defendant has violated California's Unfair Competition Law (UCL) by engaging in
17 unfair and unlawful conduct.

18 **The Unlawful Prong.**

19 77. Defendant engaged in unlawful conduct by violating the FAL, CLRA, and the FTC
20 Act, as alleged above and throughout.

21 **The Deceptive Prong**

22 78. As alleged in detail above, Defendant's representations about its ticket prices, and the
23 hiding of their mandatory fees and actual prices, was false and misleading.

24 79. Defendant's representations were misleading to Plaintiffs and other reasonable
25 consumers.

26 80. Plaintiffs relied upon Defendant's misleading representations and omissions, as
27 detailed above.

28 **The Unfair Prong.**

81. Defendant's conduct is unfair because the harm to the consumer greatly outweighs the public utility of Defendant's conduct. There is no public utility to advertising lower-than-actual ticket prices. There is no public utility to using junk fees. Both of these practices mislead consumers on price, and prevent comparison shopping and competition. This injury was not outweighed by any countervailing benefits to consumers or competition. Hidden and late-disclosed fees only injure healthy competition and harm consumers. And companies could easily disclose any such fees upfront.

82. Defendant violated established public policy by violating the FTC Act and the UCL, as alleged below and incorporated here. The unfairness of this practice is tethered to a legislatively declared policy (that of the FTC Act and of the California legislature, which, as alleged above, expressly declared that drip pricing is unfair and violates the UCL).

83. Defendant's conduct, as alleged above, was immoral, unethical, oppressive, unscrupulous, and substantially injurious to consumers.

84. Plaintiffs and the class could not have reasonably avoided this injury. As alleged above, Defendant's fees and total price were not disclosed until after consumers selected their tickets. And, because the disclosure was designed to go unnoticed (in small, gray font, buried in the fine print), reasonable consumers did not see the disclosure.

85. Defendant's use of hidden fees was a substantial factor and proximate cause in causing damages and losses to Plaintiffs and class members.

86. Plaintiffs and the class were injured as a direct and proximate result of Defendant's conduct because (a) they paid an illegal fee, (b) they would not have purchased the tickets if they had known the truth, and/or (c) they overpaid for the tickets because the tickets were sold at a price premium due to the misrepresentation.

Fourth Cause of Action:

Quasi-Contract

(By Plaintiffs and the Class)

87. Plaintiffs incorporate each and every factual allegation set forth above.

88. Plaintiffs bring this cause of action each individually and on behalf of the class.

89. As alleged in detail above, Defendant's false and misleading advertising caused Plaintiffs and the class to purchase tickets through Event Tickets Center and to pay a price premium for those tickets.

90. Defendant's unlawful and unfair "convenience fees" caused Plaintiffs and the class to overpay for the tickets.

91. In this way, Defendant received a direct and unjust benefit, at Plaintiffs and the class's expense.

92. Plaintiffs and the class seek restitution.

VI. Demand for Jury Trial.

93. Plaintiffs demand the right to a jury trial on all claims so triable.

VII. Prayer for Relief.

94. Plaintiffs seek the following relief for themselves and the class:

- An order certifying the asserted claims, or issues raised, as a class action;
- A judgment in favor of Plaintiffs and the proposed class;
- Damages, and statutory damages, where applicable;
- Restitution;
- Rescission;
- Disgorgement, and other just equitable relief;
- Pre- and post-judgment interest;
- An injunction prohibiting Defendant's deceptive conduct, as allowed by law;
- Reasonable attorneys' fees and costs, as allowed by law;
- Any additional relief that the Court deems reasonable and just.

1 Date: _____, 2025

Respectfully submitted,

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